



Memorandum of Understanding
Between
**Montana Department of Public Health and
Human Services**
and
Montana Department of Corrections



This Memorandum of Understanding (MOU) is entered into between the Montana Department of Public Health and Human Services (“DPHHS”) and the Montana Department of Corrections (“DOC”) (collectively, the “Parties”).

SECTION 1. BACKGROUND AND PURPOSE

DPHHS has been awarded \$2,450,000.00 in federal grant funding by the Centers for Disease Control under the Epidemiology and Laboratory Capacity: Detection & Mitigation of COVID-19 in Confinement Facilities project (the “Grant Funding”). The primary purpose of the funding is to provide resources to confinement facilities, including adult and juvenile correctional facilities, for the detection and mitigation of COVID-19.

DOC has identified a need for funding to support detection and mitigation of COVID-19 within the correctional facilities it operates to protect the health safety of inmates and staff. Use of the Grant Funding by DOC will also facilitate the collection of information crucial to understanding the impact and spread of COVID-19 in various correctional facilities in Montana.

This MOU sets forth the understanding, duties, and obligations between the Parties associated with use of the Grant Funding by DOC.

SECTION 2. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of DPHHS:

- i. Submit all required documents to the Office of Grant Solutions (OGS) and the CDC Epidemiology and Laboratory Capacity (ELC) program relating to use of the Grant Funding.
- ii. Report to ELC on the progress of use of the Grant Funding.
- iii. Evaluate performance measures associated with the Grant Funding.
- iv. Submit budget amendment requests to ELC CDC and OGS, if needed.
- v. Submit monthly financial reports to ELC CDC and OGS.
- vi. Serve as the primary point of contact (POC) between DOC and CDC-ELC and OGS in relation to the Grant Funding.

B. Responsibilities of DOC:

- i. Ensure the Grant Funding is used in accordance with the approved workplan, approved budget, and applicable requirements of federal and state law, regulations, and guidance, including the CDC *Detection & Mitigation of COVID-19 in Confinement Facilities* guidance.
- ii. Meet all grant deliverables set forth under Attachment B of this MOU.

- iii. Submit progress and budget reports using DPHHS provided templates, to DPHHS by the 10th day of each month for the duration of the grant period.
 - iv. Submit a Human Resource query with position numbers and/or position names for all positions.
- C. DOC must use the Grant Funds only in accordance with the approved budget described in Attachment A of this MOU. No change in use of the Grant Funds, expenditure of funds outside of the budget requirements, or amendment of the budget may occur without the prior written approval of DPHHS.
- D. DOC must retain all invoices, quotes, payroll docs, payment approvals, and all other pertinent supporting documentation associated with the expenditure of the Grant Funds under this MOU for a period of 8 years.
- E. DOC must ensure all purchases made using the Grant Funds comply with the requirements of Montana's procurements laws, including the Montana Procurement Act (Mont. Code Ann. §§ 18-4-121, et seq.) and implementing regulations (Admin. R. Mont. §§ 2.5.201, et seq.)

SECTION 3. REIMBURSEMENT

- A. The total amount of funds available under this MOU shall not exceed \$2,400,000.00.
- B. Funds will be disbursed by DPHHS to DOC via State transfer for each eligible expenditure.
- C. This MOU is valid and enforceable only if sufficient funds are available to DPHHS for the term of the MOU.
- D. DPHHS may adjust the amount of funds to be provided based on any reductions of funding, governing budget, erroneous or improper payments, or audit findings.

SECTION 4. TERM OF MOU AND TERMINATION

- A. The term of this MOU is effective upon execution by the Parties and shall remain in effect until July 31, 2024, unless terminated earlier in accordance with the terms of this MOU.
- B. This MOU may be terminated by mutual written agreement of both parties at any time.
- C. DPHHS may terminate this MOU at any time upon written notice to DOC in the event DOC fails to meet any of the terms and conditions of this MOU or in the event the Grant Funding for this MOU becomes unavailable or reduced for any reason.

SECTION 5. LIAISONS

- A. Beth Hopkins, Phone Number (406) 444-3012, beth.hopkins@mt.gov, or their successor, is the liaison for DPHHS. Jodi Stone, Phone Number (406) 233-2200, jstone@mt.gov, or their successor, is the liaison for DOC. These persons serve as the primary contacts between the parties regarding this MOU.

SECTION 6. GENERAL

- A. This MOU, Attachment A (budget), and Attachment B (deliverables) contain the entire agreement between the parties and no statements, promises, or inducements made by either party or agents thereof, which are not contained in the MOU shall be binding or valid. This MOU shall not be enlarged, modified, or altered except upon written agreement signed by the Parties.

- B. Any provision of this MOU that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- C. This MOU may be executed in counterparts, which together will constitute one instrument.

The parties through their authorized agents have executed this MOU on the dates set out below.

DPHHS

BY: Todd Harwell
Todd Harwell, PHSD Administrator

Date: 6-27-22

DOC

BY: Jodi Stone
Jodi Stone, Budget Manager

Date: 06/23/2022

Attachment A - Approved Budget Allocation for the ELC Detection & Mitigation of COVID-19 in Confinement Facilities in Montana.

Budget Narrative:

I. Personal Services

- a. The establishment and implementation of diagnostic and screening testing programs for residents, inmates, staff, and visitors will be led by the Clinical Services Division (CSD) Health Care Manager who will hire 6.5 FTE that will be working at locations around the state, including Montana State Prison (MSP), Montana Women's Prison (MWP), Pine Hills Correctional Facility (PHCF) and Riverside Special Needs Unit (RSNU). This core group will be responsible for and work collaboratively to draft and/or update policies and procedures relating to diagnostic screening and testing programs for all entering the DOC facilities.

II. Operating Expenses

- a. Operating expenses include supplies, equipment, and other category of expenditures. The core team will purchase tablets for residents to self-report signs and/or symptoms of COVID and request diagnostic and screening testing. Additionally, the core team will identify educational material to provide residents about sanitation and how they can help minimize the spread of infectious disease. Education Director, to ensure policies and protocols are drafted and/or updated relating to use of the 60 educational tablets to be used in conjunction with the Learning Management System (LMS). This will include an educational plan allowing for the continuation of education to prevent in-person transmission of COVID-19 in the congregate setting, as well as the inclusion of educational material relating to sanitation and minimizing the spread of infectious diseases.

III. Indirect Costs

- a. The State of Montana will be holding back non-personnel indirect cost.

Category	Expenditure	Cost
Personnel	Quality Assurance	\$ 196,767.00
	Montana State Prison (MSP) Registered Nurse #1	\$ 283,681.00
	MSP Registered Nurse #2	\$ 283,681.00
	Montana Women's Prison (MWP) Registered Nurse #1	\$ 283,681.00
	MWP Registered Nurse #2	\$ 158,178.00
	Riverside Special Needs Unit (RSNU) Registered Nurse	\$ 158,178.00
	Pine Hills Correctional Facility (PHCF) Registered Nurse	\$ 158,178.00
	Administrative Assistant (Central Office)	\$ 155,020.00
Supplies	10 Temperature Screening Kiosks	\$ 35,000.00
	30 Resident Tablets	\$ 21,500.00
	60 Education Tablets	\$ 30,000.00
	200 Additional Education Tablets	\$ 100,000.00
	Electronic Health Records (EHR) Computer	\$ 2,500.00
	Electronic Health Records (EHR) - New Module Development	\$ 13,500.00
Other	Transport Vehicle	\$ 66,736.00
	Transport Vehicle	\$ 57,000.00
	Transport Vehicle	\$ 57,000.00
	Emergency Response Vehicle	\$ 39,400.00

	MSP Infirmery HVAC	\$ 150,000.00*
	Montana Correctional Enterprises (MCE) Laundry HVAC	\$ 150,000.00*
Indirect	MT DPHHS Indirect Cost	\$ 50,000.00
Total Sum		\$ 2,450,000.00

***The total amount of Grant Funds used for each of the two HVAC systems may not exceed \$150,000.00 per system. If the cost for either HVAC system exceeds \$150,000.00, DOC must use other funding sources to cover the excess cost.**

Attachment B - Deliverables

Deliverables:

Required Activity

- 1) Assist facilities in establishing and implementing diagnostic and screening testing programs for residents/detainees/inmates, staff, and visitors.

Optional Activities

- 2) Conduct COVID-19 testing and contact tracing within confinement facilities.
- 3) Support facilities in planning and implementing recommended isolation and quarantine strategies including for confirmed and suspected cases and close contacts.
- 4) Implement distancing policies and support staff training to maintain distancing practices.
- 5) Support staffing strategies that reduce the risk of virus transmission (e.g., organize staff assignments so that the same staff are assigned to the same areas of the facility over time).
- 6) Support transportation policies and practices consistent with recommendations to reduce transmission.
- 7) Implement visitor policies consistent with recommendations to reduce virus risk.
- 8) Implementation of infection control practices inside facilities.
- 9) Develop and implement procedures and systems to improve confinement facility preparedness and response efforts.
- 10) Coordinate preparedness and response efforts with state, local, tribal, and territorial public health departments to prevent, prepare for, and respond to COVID-19 within confinement facilities.
- 11) Enhance/improve the practices of confinement facilities to mitigate the spread of COVID-19, and to reduce the risk of virus transmission and exposure to environmental health hazards.
- 12) Purchase of additional supplies to sanitize and clean the confinement facilities. Funding must not supplant existing expenditures on such supplies and can only be used to support enhanced cleaning efforts.
- 13) Educate and train confinement facility staff and residents/detainees/inmates on sanitation and minimizing the spread of infectious diseases.
- 14) Implement COVID-19 mitigation practices to minimize potential opportunities for exposure including video conferencing technology and other measures for attorney/client purposes, court appearances, family visiting, and programming.
- 15) Based on state and local laws and regulations, and training and technical assistance provided by the DOJ, review and analyze policies and practices and implement policy and practice changes to safely reduce populations in confinement facilities to mitigate the spread of COVID-19. This could include creating policies and practices that may divert individuals from confinement, determine the optimal population for the facility given physical plant/structure and public health guidelines, and the revision of appropriate release practices. The DOJ will make training and technical assistance available to grantees to help ensure these activities comport with state and local laws and evidence-based practices and are administered solely by state and local correctional agencies.